STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-WE-15-0007**
AMCOL HEALTH & BEAUTY SOLUTIONS, INCORPORATED	*	
	*	**Enforcement Tracking No.**
AI # 40486	*	**WE-CN-12-00899**
	*	
PROCEEDINGS UNDER THE LOUISIANA ENVIRONMENTAL QUALITY ACT LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between AMCOL Health & Beauty Solutions, Incorporated ("Respondent") and the Department of Environmental Quality ("DEQ" or "the Department"), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. ("the Act").

I

Respondent is a corporation that owns and/or operates a facility located at 301 Laser Lane, Lafayette, Lafayette Parish, Louisiana ("the Facility").

II

On August 19, 2013, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty (CONOPP), Enforcement No. WE-CN-12-00899, which was based upon the following findings of fact:

"The Respondent owns and/or operates an acrylate copolymers manufacturing facility, located at 301 Laser Lane in Lafayette, Lafayette Parish, Louisiana. The Respondent was issued Louisiana Pollutant Discharge Elimination System (LPDES) Permit LA0108936 on October 11,

2007, which became effective on November 1, 2007, and expired on October 31, 2012. The Respondent submitted a permit renewal application to the Department on or about August 6, 2012, and LPDES permit LA0108936 was administratively continued. LPDES permit LA0108936 was reissued to the Respondent on April 22, 2013, which became effective on June 1, 2013, and will expire on May 31, 2018. Under the terms and conditions of LPDES Permit LA0108936, the Respondent is authorized to discharge combined treated process wastewater, process area stormwater, process area washdown water, and laboratory wastewater (Outfall 001); cooling tower blowdown (Outfall 002); and once-through non-contact cooling water and boiler steam condensate (Outfall 003) into an industrial park drainage ditch, thence to an unnamed coulee, thence to Francois Coulee, thence to the Vermilion River, all waters of the state.

An inspection conducted by the Department on or about May 16, 2012, and a subsequent file review conducted by the Department on or about July 31, 2013, revealed that the Respondent failed to sample as required. Specifically, the Respondent did not properly collect samples from November 2007 through April 2011 for Outfall 001. LPDES Permit LA0108936 requires the Respondent to collect 24-hour composite samples for all parameters except pH, which requires continuous recording. However, grab samples in lieu of the required 24-hour composite samples were taken for the monthly, semi-annual, and annual monitoring periods. Improperly collecting samples is a violation of LPDES Permit LA0108936 (Part I, Pages 2 through 9 of 11) and LAC 33:IX.501.A. The Respondent installed a continuous monitoring device in April 2011. The Respondent has collected 24-hour composite samples for all parameters except pH from May 2011 to the present for the monthly, semi-annual, and annual monitoring periods.

An inspection conducted by the Department on or about May 16, 2012, and a subsequent file review conducted by the Department on or about July 31, 2013, revealed the following exceedances

of permitted discharge limitations even though samples were not taken in accordance with permit requirements before April 2011, as reported by the Respondent on Discharge Monitoring Reports (DMRs):

Monitoring Period	Outfall	Parameter	Permit Limit	Reported Value
06/2009	001	Toluene, Daily Maximum	0.009 lb/d	0.0345 lb/d
02/2009 – 08/2009	001	Toluene, Monthly Average	0.004 lb/d	0.00871 lb/d
		Toluene, Daily Maximum	0.009 lb/d	0.0871 lb/d
07/2010	002	Total Organic Carbon, Daily Maximum	50 lb/d	68 lb/d
12/2010	001	Toluene, Monthly Average	0.004 lb/d	0.359 lb/d
		Toluene, Daily Maximum	0.009 lb/d	0.359 lb/d
01/2011	001	BOD_5, Monthly Average	3 lb/d	3.43 lb/d
		BOD_5, Daily Maximum	8 lb/d	16.70 lb/d
		BOD_5, Daily Maximum	8 lb/d	19.00 lb/d
		BOD_5, Daily Maximum	8 lb/d	19.00 lb/d
		BOD_5, Daily Maximum	8 lb/d	10.40 lb/d
		BOD_5, Daily Maximum	8 lb/d	10.40 lb/d
		BOD_5, Daily Maximum	8 lb/d	10.40 lb/d
06/2011	001	Total Zinc, Monthly Average	0.030 lb/d	0.051 lb/d*
09/2011	001	TSS, Monthly Average	5 lb/d	5.81 lb/d*
04/2012	001	Total Zinc, Monthly Average	0.030 lb/d	0.037 lb/d*
		pH(minimum)	6.0 s.u.	4.09 s.u.
05/2012	001	TSS, Monthly Average	5 lb/d	6.6 lb/d*
		Total Zinc, Monthly Average	0.030 lb/d	0.050 lb/d*
		pH(minimum)	6.0 s.u.	4.59 s.u.
06/2012	001	Total Zinc, Monthly Average	0.030 lb/d	0.050 lb/d*
		Total Zinc, Daily Maximum	0.072 lb/d	0.086 lb/d*
		pH(minimum)	6.0 s.u.	5.38 s.u.
07/2012	001	Total Zinc, Monthly Average	0.030 lb/d	0.071 lb/d*
		Total Zinc, Daily Maximum	0.072 lb/d	0.088 lb/d*
08/2012	001	Total Zinc, Monthly	0.030 lb/d	0.031 lb/d*

Monitoring Period	Outfall	Parameter	Permit Limit	Reported Value
		Average		
10/2012	001	Total Zinc, Monthly Average	0.030 lb/d	0.038 lb/d*
03/2013	001	TSS, Monthly Average	5 lb/d	12.04 lb/d*
		Total Zinc, Monthly Average	0.030 lb/d	0.063 lb/d*

*24-hour Composite sample taken as required by permit.

Each exceedance of a permitted discharge limitation is a violation of LPDES Permit LA0108936 (Part I, Pages 2 through 10 of 11 and Part III, Section A.2), La. R.S. 30:2076(A)(3), and LAC 33:IX.501.A."

III

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

IV

Nonetheless, Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the Department agrees to accept, a payment in the amount of NINE THOUSAND THREE HUNDRED EIGHT AND 28/100 DOLLARS ($9,308.28), of which Five Hundred Eight and 28/100 Dollars ($508.28) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to the Department as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

V

Respondent further agrees that the Department may consider the inspection report(s), permit record(s), the CONOPP and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department against Respondent,

and in any such action Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history.

VI

This agreement shall be considered a final order of the Secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any right to administrative or judicial review of the terms of this agreement, except such review as may be required for interpretation of this agreement in any action by the Department to enforce this agreement.

VII

This settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in La. R. S. 30:2025(E) of the Act.

VIII

As required by law, the Department has submitted this Settlement Agreement to the Louisiana Attorney General for approval or rejection. The Attorney General's concurrence is appended to this Settlement Agreement.

IX

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in Lafayette Parish, Louisiana. The advertisement, in form, wording, and size approved by the Department, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted an

original proof-of-publication affidavit and an original public notice to the Department and, as of the date this Settlement is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

X

Payment is to be made within ten (10) days from notice of the Secretary's signature. If payment is not received within that time, this Agreement is voidable at the option of the Department. Payments are to be made by check, payable to the Department of Environmental Quality, and mailed or delivered to the attention of Accountant Administrator, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303. Each payment shall be accompanied by a completed Settlement Payment Form (Exhibit A).

XI

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

XII

Each undersigned representative of the parties certifies that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her respective party, and to legally bind such party to its terms and conditions.

AMCOL HEALTH & BEAUTY SOLUTIONS, INCORPORATED

BY: _____
(Signature)

_____
(Printed)

TITLE: _____

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20 _____, at _____.

_____
NOTARY PUBLIC (ID #_____)

_____
(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch Secretary

BY: _____
D. Chance McNeely, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20_____, at Baton Rouge, Louisiana.

_____
NOTARY PUBLIC (ID # _____)

_____
(stamped or printed)

Approved: _____
D. Chance McNeely, Assistant Secretary